

**Service Level Agreement
Department of Administration
Information Technology Services Division**

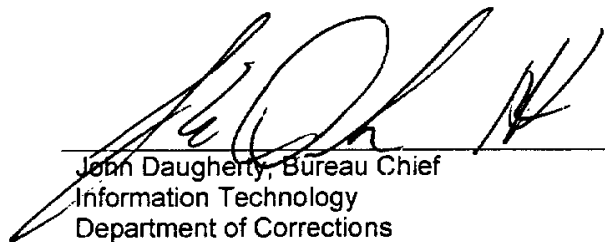


INFORMATION TECHNOLOGY SERVICES DIVISION

**SQL Database Hosting Services Provided to:
Department of Corrections**

Effective Date: July 1, 2006

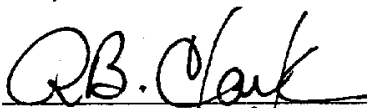
Approvals:



John Daugherty, Bureau Chief
Information Technology
Department of Corrections

3-28-06

Date



Dick Clark, Chief Information Officer
Information Technology Services Division
Department of Administration

4-1-06

Date

Database Hosting Services to be Provided

The purpose of this service level agreement (SLA) is to authorize the Information Technology Services Division (ITSD) to provide database hosting services in the ITSD Computer Center to the Department of Corrections under the terms and conditions of this SLA. It is intended that the customer may add new databases or remove existing databases and the billing will be adjusted as per the attachments. For purposes of this agreement, the following items will be provided:

Air Conditioning: Continuously controlled temperature and humidity.

Backup Recovery: Backup and recovery of databases. Entire complement of disk storage backed up and stored in off-site vault.

Capacity Planning: Ongoing analysis of changes in system utilization to assure adequate configuration to accommodate ongoing production workload demands.

Continuous Monitoring: Seven days a week, twenty-four hours a day, manned environment for system monitoring. The system statistics are made available on the web.

Database Hosting Hardware and Software: Provide and maintain the necessary level of hardware and software to support production dependencies.

Database Support: Database administration including database design assistance, performance monitoring and tuning, and expert consultation.

Disaster Recovery: In the event of a major disaster, ITSD's Disaster Recovery Plan will be fully activated triggering the disaster recovery process. Key components of that process include:

Retrieving ITSD's backup media from the off-site vault and using them to reconstruct databases at the recovery center.

Within eight weeks, fully restoring or replacing the infrastructure damaged or destroyed during the major disaster or developing another temporary alternate processing site, preferably within the Helena area.

Relocating to the restored or replaced permanent facilities.

Fire Protection: All related equipment and magnetic storage media protected with continuous fire detection and suppression systems.

Job Scheduling: Reliable execution of specific batch jobs to accommodate customer's production schedule needs.

Network Connectivity: Multiple network connection types available.

Output Services: Provision of central or local print services including but not limited to plotter, color, pressure sealed, microfiche and high volume.

Physical Security: Centrally administered personnel access control system.

Quality Assurance: Thorough testing of all operating system and database software changes, releases and upgrades in testing environment prior to deploying them to production.

Standards: Standards for database hosting platforms and software are available on the

web. The standards have been established to ensure the reliability and manageability of the platforms. Customers need to adhere to these standards.

Storage Management: Professional management of all storage media and reporting available.

Support: All problems/questions will be directed to the ITSD help desk at extension 2000. The help desk is staffed Monday through Friday, 6:00 am to 5:00 pm. On call technical staff is available 7X24 for system problems.

System Security: Central administration of all program and data access control, including using reasonable care to prevent unauthorized access to databases or systems and remedial measures to rectify any such unauthorized access. The customer will be promptly notified when ITSD is aware of any unauthorized access.

System Stability, Reliability and Recoverability: Enhanced through application of standardized problem/change methods. Problems and changes are documented in problem tracking software and are discussed in open meetings.

Technology Management: Consistent management of operating system and support software configuration with key objectives of staying abreast of technological advances while minimizing any change-related impact on production database reliability; evaluating, selecting and acquiring management and productivity tools; managing the software investment; and providing ongoing licensing.

UPS (Uninterrupted Power Supply) Electrical Protection: Electrical power isolated from utility power surges, fluctuations, spikes and high frequency electrical noise. Controlled shutdown of computer equipment during extended utility power outages.

Web Hosting Hardware and Software: Provide and maintain the necessary level of hardware and software to support application accessibility through a standard web browser. A list of the services offered and the platform the services are offered on can be provided upon request. Many services will require a separate work order with a private partner on contract to provide web services. Customers must adhere to the state and the private partner's standards. Services may include a search engine, customer login capabilities, security services, electronic payment services and usage reports.

Basic Tenets

Both parties agree to several basic principles or tenets with regard to the current environment and the future expansion of this service:

The availability objective of system production operation is 100% during prime time hours (Monday through Friday, 8 a.m. to 5 p.m., except state holidays). All non-prime time system outages are scheduled with advance notice to all customers.

All systems are in compliance with applicable state standards.

The ITSD Computer Center has the potential to grow as needed and a "just in time" planning and purchasing philosophy is used. Acquisitions are always made with scalability in mind.

The ITSD Computer Center is designed to make the best use of the available resources with the objective of minimizing support costs by sharing resources among customers and using the existing operations infrastructure.

The ITSD Computer Center supports an environment in which the appropriate hardware platform is selected and used. Databases migrate easily from one platform to another and the platform selection is transparent to users.

Customer Responsibilities

Backup Recovery: Identify files and time frames for database backups.

Capacity Planning: Identify database changes or service changes that potentially impact capacity planning.

Disaster Recovery: Participate in planning recovery center accommodations, participate in regularly scheduled disaster recovery drill planning and execution, develop a disaster recovery plan, designate auxiliary files and resources that would be necessary for full recovery, and identify critical systems for disaster recovery.

Feasibility Studies, Workflow Analysis, Modeling, Forms Analysis and Design, Business Process Reengineering: Customer is responsible for these. Suitable contractors may be found in ITSD's information services contracts at specified rates or a mutually agreed to fixed price.

Job Scheduling: Identify production schedule needs.

Output Services: Responsible for job submissions and for resolving problems and error messages resulting from job submissions. Pickup of centrally produced output.

Problem and Change Management: Attend and participate in problem and change meetings and timely reporting of problems and background to designated ITSD staff.

Security: Compliance with security practices and policies.

Software Support: Database changes and testing necessary as a result of operating system and database software changes, releases, and upgrades.

Staff Support: Identify support contacts.

Training: All end-user training and support staff training.

Terms and Conditions

Acceptance: Customer acceptance of service will be verbal unless formal written acceptance is requested.

Agreement Termination: This agreement will terminate upon the expiration date. In addition, the customer or ITSD can terminate this agreement upon thirty (30) days written notice.

Amendments: Modifications or addenda to this agreement may be made with the mutual written consent of both parties.

Assignment and Subcontracting: This agreement cannot be assigned without the written consent of the customer. ITSD may subcontract work as needed.

Billing Schedule: Services will be billed monthly (in arrears) as outlined in the attachments. Bills will be submitted through ITSD's Computer Billing System.

Customer Responsibilities: The customer acknowledges performance by ITSD requires information and cooperation from the customer. The customer must provide complete, timely, and accurate data and information necessary to support the databases. The customer must assist ITSD in providing information regarding future needs and demands that will be placed on the ITSD Computer Center.

Duration of Agreement: Specified on page one.

Liability: ITSD shall not be liable for any costs that the customer may incur incidental to this agreement.

Liaison: Control of items identified in this agreement as a responsibility of the customer will be the responsibility of the individual appointed by the customer as project manager.

Ownership: All work performed under this agreement shall become the exclusive property of the customer.

Rate: The current rate is identified on the attachments and may be modified as follows:

The rate will be recalculated at any time during the fiscal year if there is at least a 20% change in the customer's system utilization. In the event that the rate is recalculated, the new rate will become effective on the month immediately following the recalculation.

The rate will be reviewed and modified annually prior to fiscal year end. The new rate will be effective July 1 of the next fiscal year.

Services Provided: The purpose of this agreement is to provide the necessary personnel and expertise to provide production computer processing. ITSD will provide the computing resources required for the term and rate indicated on the attachments.

Severability: Any database or service outlined in the attachment may be terminated without affecting the whole of this agreement.

Warranties: ITSD agrees to furnish all services and documentation identified in this agreement. There are no other warranties.


Attachment A

This attachment lists the database(s) covered under this agreement. As the customer adds or removes databases, additional attachments will be added. Whenever there is a 20% shift in the size of the database(s), ITSD reserves the right to modify the rate category and adjust the rate accordingly.

Sharepoint is a new service being provided by ITSD and use patterns of this service by customers are not known at this time. This rate will be guaranteed through fiscal year 2007 assuming that there is not a 20% shift in database size.

Database	Start Date	Database Size (Gb)	Percent of Total	Annual Rate	Monthly Rate	Billing Number(s)
Sharepoint Service	7/1/2006	5	100%	\$2,333.00	\$194.42	19004
Total		5	100%	\$2,333.00	\$194.42	

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